Abstract Notification.

The attention of the public is invited to the detailed notification regarding the auction sale of 50 bags of charcoal and one cart load of green fuel confiscated to Government in Forest Offence case No. 1016 of 1938-39 of Kunig Range, published on page 928, Part VI of the *Mysore Gazette*, dated 18th May 1939.

P. A. MOHAN RAM,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated the 26th April 1939.

The attention of the public is invited to the detailed notification regarding the sale of second hand articles in Wood Yard, Mysore, published on pages 876-877, Part VI of the *Mysore Gazette*, dated 11th May 1939.

Date of sale	26th May 1939.
Time of sale	2 P.M.

Notification dated 18th May 1939.

It is notified for general information that the right of collecting tolls and daily grazing fees at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharasanthe-Kymara Road, from 1st July 1939 or from the date of confirmation whichever is later to 30th June 1940, will be sold by public auction at the District Forest Office, Mysore, on 15th June 1939 at 2 P.M., by the District Forest Officer or any other officer authorised by the District Forest Officer, Mysore District. The sale will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

2. Defaulters on account of previous contracts will not be permitted to bid. Intending purchasers should pay a sum of Rs. 50 as earnest money as otherwise they will not be permitted to bid.

3. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for in-coming and out-going traffic and at no higher rates.

4. The District Forest Officer or the Chief Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

5. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay as soon as the sale is over, a deposit equal to two months' instalments less deposit paid for the due fulfilment of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract period.

6. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If delay is made in the payment of the instalments, interest at nine per cent per annum will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be resold at the discretion of the District Forest Officer or the Chief Conservator of Forests and the deficit if any, in the resale will be recovered from the contractor. who shall not be entitled to any profits, resulting therefrom.

7. In addition to the sale amount, the contractor is bound to pay local cess at one anna per rupee, education cess at six pies per rupee and railway cess at three pies in the rupee on the contract amount in a lumpsum after the confirmation of the sale.

8. The contractor is also bound to keep an account showing the daily collection and it shall be open to inspection by the Forest and Revenue authorities.

9. He shall also be bound to keep true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost, a resident mutsaddi at the toll-gate.

10. The contractor will have the use of the existing toll-houses and gates and he will be required to keep them in good order. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

11. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

12. Carts laden with bones or other substances for use as manure should be treated as carts unladen and tolled on accordingly.

13. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 64 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 593-06-2, dated 10th August 1907).

14. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1683—Legis. 10-07-4, dated 30th November 1907).

15. No toll shall be paid for the passage of troops or military stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered at the last toll-gate

passed before the cart, a carriage or animal conveying such property reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B. 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvaraja.

16. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

17. No toll shall be levied for the passage of carriages, carts, or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c* licensed by the District Board during the period for which they have been licensed, and (*d*) engaged by the Postal Department to convey mails (*vide* Section 65 of Local Boards Regulations).

The contractor is not entitled to collect daily grazing fees on cattle resorting to forests for grazing under cover of licenses issued by Licensed Vendors and on Government cattle and on cattle, etc., dragging carts conveying forest produce under cover of licenses obtained by Licensed Vendors or pass-ports and exemption certificates issued by the Forest Officer.

18. A table of authorised tolls shall be legibly written in English and Kannada and shall be put up in a conspicuous place near the toll-gate.

19. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

20. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to cancellation and deficit in the resale will be recovered from him.

SCHEDULE A.

Traffic	*Sales* Rs. a. p.
On every motor car	1 0 0
Four-wheeled carriage with passengers	0 12 0
Do without passengers	0 6 0
Two-wheeled carriage with passengers	0 8 0
Do without passengers	0 4 0
Carts, laden	0 4 0
Do unladen	0 2 0
Elephants	1 0 0
Camels, laden	0 4 0
Do unladen	0 2 0
Horses with rider	0 1 0
Do without rider	0 0 9
Ponies with rider	0 1 6
Do without rider	0 0 9
Bullocks, laden	0 1 0
Do unladen	0 0 6
Asses, laden	0 0 6
Do unladen	0 0 3
Palanquins with two bearers	0 2 0
Do with more than two bearers	0 4 0
Sheep, goat or pig	0 0 1

A toll of one rupee on carts laden with fuel, timber and bamboos and coming from outside the State, may be levied (*vide* G. O. No. G. 616-7—Ft. 24-34-2, dated 23rd July 1934).

Rates for the Collection of daily grazing fees.

	Rs. a. p.	
Cows and oxen	0 0 6	per head
Buffaloes and Horses	0 1 0	,,
Sheep and Goats	0 0 3	,,

Notification dated the 18th May 1939.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that ply between British and Mysore Territories at the following places at the rates specified in the schedule "A" from 1st July 1939 or the date of confirmation whichever is later to 30th June 1940, will be sold by public auction on the 15th June 1939 at 2 P.M., in the District Forest Office, Mysore, by the District Forest Officer, Mysore, or any other officer deputed by him, subject

to confirmation by the District Forest Officer, Mysore, or the Chief Conservator of Forests in Mysore, as the case may be, and subject to the following conditions:—

Place of collection	Name of Toll Gate	Forest Range and Taluk
1. Hassanoor Ghat	Near Karepalya or Karepalya Toll Gate.	Chamarajanagar Range, Chamarajanagar Taluk.
2. Mulehole	Near Mulehole	Gundlupet Range, Gundlupet Taluk.
3. Bandipur	Near Kekkanahalla	Gundlupet Range, Gundlupet Taluk.
4. Anechowkur	Near Anechowkur Toll Gate ..	Hunsur Range, Periyapatna Sub-Taluk.
5. Veeranhosahalli	Near Veeranhosahalli Forest Lodge.	Hunsur Range, Hunsur Taluk.
6. Koppa	Near Koppa Toll Gate ..	Hunsur Range, Periyapatna Sub-Taluk.
7. Muthur	Near Muthur Toll Gate ..	Hunsur Range, Periyapatna Sub-Taluk.

(2) Change of place of collection will be decided by the District Forest Officer after necessary enquiry if it is found necessary at the time of sale. One or two or more toll-gates will be put together or separately at the discretion of the sale conducting officer.

CONDITIONS OF SALE.

1. Each bidder should deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the sale conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after the close of the sale.

2. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease to the nearest hundred rupees, as earnest money or they should produce a known local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. In the former case, the remaining amount of the lease must be paid in two equal quarterly instalments before the expiry of half the period covered by the lease.

3. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local, education and railway cesses at Re. 0-1-0, Re. 0-0-6 and Re. 0-0-3 per rupee respectively, on the full sale amount, and the balance three-fourths amount in three equal instalments on the following dates:—(*i*) 30th September 1939, (*ii*) 31st December 1939, (*iii*) 31st March 1940 failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder will not be entitled for any surplus amount in the resale but is liable to pay any loss which will be recovered as an arrear of land revenue.

4. Within 30 days from the date of sale or 7 days from the date of intimation of the confirmation of the sale whichever is later, the contractor should furnish a security deposit of Rs. 50 for each unit and execute a *mutchalika* on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid so far by him. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered as a revenue demand.

5. The sale conducting officer reserves himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

6. The right holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

7. The right holder shall by himself or his Agent not levy under any circumstances rates other than those referred to in the Schedule "A". Any irregularity or complaint coming to notice in this connection shall render him liable to criminal prosecution besides forfeiting his contract forthwith.

8. It will be the bounden duty of all owners of cattle that ply between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle if there are any, before allowing them to pass through, failing which, they will be liable to criminal prosecution under the Forest Regulation or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collection and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

(*c*) Excludes the right of collection of daily grazing fees on animals dragging carts laden with timber to be carted to Hunsur-Coorg timber depot if they are covered by a pass-port issued by the Forest Officer of that Department.

(*d*) Excludes the right of collection of daily grazing fees on roads leading to Periyapatna and Hunsur at Anechowkur, Muthur and Koppa units for horses.

Other conditions to be entered in the Agreement.

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Mysore, for the time being (hereinafter called the District Forest Officer) which permission may be refused by the latter without assigning any reason for so doing.

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer, may, whenever such question arises, serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are carried by the District Forest Officer, be taken as part of the conditions of this contract, anything herein contained to the contrary notwithstanding and shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer or the Chief Conservator of Forests.

5. No person shall be considered as duly accredited as agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power of attorney and until a copy of such power of attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the department for extracting forest produce by Departmental Agency for any work under this contract without permission from the Range Forest Officer.

8. If any fire occurs in the Forest Area to which this contract applies, the contractor, his agents and all persons authorised by him to collect, shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest, Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month, a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the Chief Conservator of Forests, Distrcit Forest Officer or any other Officer deputed by them.

10. Interest at nine per cent per annum shall be paid by the contractor on all payments paid after the due date with permisssion.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Regulation (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 50 deposited by the contractor, *vide* security deposits account No.....at the.....together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract, for breach of any of which by the contractor, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the *contractor two months after the expiry of the contract* on production by the contractor of an order, in writing by the District Forest Officer, releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Regulation (XI of 1900) and any statutory modification thereof and all rules, from time to time in force thereunder, and the provisions of the contract shall be taken in all respects as subject to such regulation and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer or the Chief Conservator of Forests shall have the right besides enforcing forfeiture of security deposit to cancel this contract by written notice and in such case, at the option of the District Forest Officer or the Chief Conservator of Forests, the right may be resold or be worked departmentally and the contractor shall be responsible for and shall make good to Government any loss which the Government may incur on such resale or departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Chief Conservator of Forests, whose decision thereon shall be final.

SCHEDULE "A".

Rates at which the daily grazing fees have to be levied.

	Rs.	a.	p.	
Cows and Oxen	0	0	6	(Six pies) per head.
Buffaloes and Asses or Horses ..	0	1	0	(One anna) per head.
Sheep and Goats	0	0	3	(Three pies) per head.

SCHEDULE "B".

Form of the Ticket Books.

(1) *Counterfoil.* Book No. 1939-40 Page No. Buffalo, Ass or Horse .. One anna Date..... Place of collection..... *Contractor.*	*Original* Book No. 1939-40 Page No. Buffalo, Ass or Horse .. One anna Date..... Place of collection..... *Contractor.*
(2) *Counterfoil.* Book No. 1939-40 Page No. Cows and Oxen .. .. Six pies Date..... Place of collection..... *Contractor.*	*Original.* Book No. 1939-40 Page No. Cows and Oxen .. .. Six pies. Date..... Place of collection..... *Contractor.*
(3) *Counterfoil.* Book No. 1939-40 Page No. Sheep or Goats .. .. Three pies Date..... Place of collection..... *Contractor.*	*Original.* Book No. 1939-40 Page No. Sheep or Goats .. .. Three pies Date..... Place of collection..... *Contractor.*

H. S. RANGACHAR,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated the 5th May 1939.

The attention of the public is invited to the detailed notification dated 5th May 1939, regarding the resale of Gallnut (Alale) to be held at Arsikere on the 30th May 1939, published on pages 877-878, Part VI of the *Mysore Gazette*, dated 11th May 1939.

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated the 17th May 1939.

Sealed tenders for the preparation of charcoal in cast iron kilns or country kilns, separately, including the filling of the same in bags and carting to Railway Stations and loading into wagons during the period from 15th June 1939 or from the date of execution of the bond to 14th November 1939, as per statements below, will be received by the District Forest Officer, Shimoga Division, up to 2 P.M., on 2nd June 1939.

2. Each tender should be superscribed as "Tender for collection and carting of charcoal" and should be accompanied by a deposit of Rs. 50 in currency notes in each case.

3. The localities from which charcoal has to be prepared are detailed below.

4. The Conservator of Forests, Shimoga, will be at liberty to accept or reject the lowest or any tender without assigning any reason therefor. In the case of unsuccessful tenderers, their deposits will be returned.

5. Within a week from the date of intimation of acceptance of the tender, the successful tenderer should furnish a cash security of Rs. 100 and execute an agreement on a duly stamped paper, binding himself to the conditions noted below, failing which the earnest money already furnished will be forfeited to Government and the contract cancelled.

6. The particulars of working centres and the quantity to be collected and carted from each working area have been furnished below.